M.R.O. 14—10,000—21-4-22

MADRAS RECORD OFFICE.

Government of Madras.

Revenue **DEPARTMENT.**

G.O. No. 1249 Press ~~Mis.~~

327. 328

Dated 26-7-1869.

Not to be folded or roughly handled

Proceedings of the Madras Government, Revenue Department,
26th July 1860.

No. 327. Read the following letter from KRISTNIEN and others, Shareholders of the Jodigay Agrahárám of Nékeirapatti in Salem :—

Submit in triplicate a Memorial to the Home Government paying for the restoration to them of the village of Nékeirapatti in Salem, which was resumed by Government on account of arrears of Revenue. } (Here enter 1st May 1860.)

No. 328. ORDER THEREON, 26th July 1860, No. 1,249.

1. The Memorialists have on a previous occasion petitioned the Home Authorities for the restoration of the Agrakáram of Nékeirapatti. That Memorial was forwarded on 20th October 1858, and the Right Honorable the Secretary of State has intimated* in reply that he saw no cause for interference with the decisions of the lower authorities.

No. 47, Revenue Department.

* *7th July* 1859, *No.* 7, *Revenue Department.*

2. The present Memorial contains nothing but what has been already sent to England with the former papers. There is nothing new, either in matter or argument, and the Honorable the Governor in Council must therefore decline to forward this Memorial as requested.

(Signed) C. G. MASTER,
Deputy Secretary to Government.

Rev. 1093.

1. This is a memorial from certain individuals in the Salem District, praying for the restoration of the agraharam of Meykáraṇḍi, which was resumed for arrears of revenue in 1854.

2. The subject has already been before the Secretary of State, who has decided that the resumption was correct.

7 July 1859 No. 7. R.D.

3. The present Memorial contains the same enclosures as the one which has been once rejected. No new facts are brought forward: the arguments used now are the same exactly as were used before, and there appears no reason (except as hereinafter mentioned) why this memorial should not be returned to the Petitioners with an intimation that, as it has been once rejected, the Government decline to forward it to England.

4. The circumstances under which the agraharam was attached on the 19th January 1853, and finally resumed on 19th January 1854, are detailed in the Collector's letter to the Board of the 10th July 1854. It appears that the annual jodie of the agraharam, previous to its incorporation with the Government lands on 19th Jan. 1854, was Rs. 771-8-3 and that on that date, the arrears due for Fasli 1262 amounted to Rs.

No. 56.

26 " 8 " 5, and those outstanding for Fasli 1263, to Rs. 231 - 0 - 0. The village was resumed for on account of the arrears of F. 1262 i.e. Rs. 26 - 8 - 5 as follows —

Arrears on the Agraháram to the close of January Fasli 1262 / 1853 ..... 113 - 1 " 6
Do - accruing from that period to the close of Fasli 1262 ..... 540 - 8 - 3
653 " 9 " 9

Deduct —
Collections to the close of Fasli 1262 ..... 247 - 0 - 0
Do from the commencement of Fasli 1263 to 4th January 1854 ..... 474 - 5 - 2
Total ... 721 - 5 - 2

Deduct —
Interest ..... 31 " 6 " 11
Sibbandi Charges .. 62 " 12 " 11
Total. 94 " 3 " 10
Remainder 627 " 1 " 4
Balance - 26 " 8 " 5

5. Three days after the year of grace had expired, viz - on the 21st January 1854, the agraharamdars brought Rs. 28 " 5 - 3 to the Talukkatchari; the money was accepted and credited, but the Collector in his letter of 15th July 1854 requested sanction for all return to the agraharamdars -

Balance 26-8-5
Interest 1-12-10
28-5-3

6. The agraharam had been, it appeared, continually under attachment for arrears and an establishment entertained for its management almost every year for

1252
1254
1252
1255
1256
1257
1258
1260-61-62.

many years past.

7. After appealing to the Board, without success, the agraharamdars came to Govt and the Collector was called upon for a report, which was duly furnished.

* Sel. Nos. 1233 of 1854.

of 17 Oct 1854 Pp. 82.

8. The Petitioners contended

(1) That the village was never attached, or that if it was, they knew nothing about it. They asserted that no formal intimation of Zuft was given them, though a notice had been sent by the Tahsildar, threatening attachment unless the balance was paid within 5 days: that no Zuftey amin or peon was appointed to the village: that the collections were made as usual by themselves and remitted through their own mongar, and that the Tahsildar himself acknowledged their remittances.

To this the Collector replied, that there appeared evidence from the Taluq records that a takeed was issued on 19 January 1853 to the karanam of the agraharam, informing him of the attachment, and also that a Takid of appointment was given on the same day to the Zuft amin: and that it appeared from the accounts that some payments had been made direct by the agraharamdars, and some by the Zuftey amin: and with reference to the assertion that the Zuftey amin took no part in collecting the revenue he remarked that "in cases like the present "it is not expected that the Zuftey e-

para 13

"-tablishment should collect the money
"direct from the cultivator, it is on this
"ground that the monthly pay of the amin,
"and the jeon who is allowed to assist
"him, is so low as Rs. 3-8-0 and Rs. 2-0-0
"respectively. These people may be con-
"sidered in possession of an attached
"village as a matter of form; but it is
"always understood that the share-
"holders themselves pay either to the
"amin, or to the Taluq Treasury, as
"they think fit. If therefore it is proved
"that the shareholders were aware
"an attachment had been made they
"have no just cause for complaint."

Q. The Petitioners contended
(2) That the total jodiz of Fasli 1262
had been paid by them previously to
the date of resumption viz. 19 January
1854 - for while they in utter ignorance,
believed that all their payments were
being credited towards the liquidation
of the balance due by them, (for which
they would have been sufficient,) a
portion, improperly, and on account of
the alleged gift, was applied towards
the payment of sibbandi which only exists
on paper, and of course made their pay-
ments on account of such balance
so much less than they expected.

The Collector observed in reply
that it appeared that the Petitioners
were aware of their liability to pay
sibbandi charges, because they were
on record as having agreed to the

Tahsildar by one of the share-holders, dated
19 November 1853, asking for an account
of the interest and sibbandi charges.
He added that even if they could prove that
the arrears for Fasli 1262 were paid up at
the close of the given year, it would not
relieve them from the consequences of
their default, because it is obvious that
an Estate under attachment must be
cleared of all arrears by the end of the
year to exempt it from the prescribed
penalty. and in the present case there was
a balance of Rs. 231-0-0 due for Fasli 1263,
on 19 Jan. 1854, the day the village was
resumed.

10. The Petitioners further contended.

(3) That the first notice issued by the
Tahsildar calling upon them to pay
the balance within 5 days, or that
the village would be attached, was
served upon, and acknowledged by
them, on the 18 January 1853. while
the attachment is now stated to have
dated from the 19 January, or the fol-
lowing day.

N.B. This became afterwards
one of Petitioner's strongest points.

To this the Collector replied that
in the notice first sent to the Petitioners
5 days were allowed from the 14th
January: that the parties who acknow-
ledged it undertook to pay the balance
within the time allowed: that their

endorsement (acknowledging that it had been served) is dated the 18th, but that the notice did not allow 5 days from the date of its being served: nor is it necessary, according to the Bookmanama Ryuie such preliminary notice of an intended attachment.

For these several reasons the Collector contended that there was no ground for exempting the Petitioners from the general rule.

E. & C. 3 Nov/54 No. 1420.

11. The Government accordingly declined to interfere.

12. It may be remarked upon the arguments adduced by the Collector in the preceding paragraphs

Para 8 supra

(1) That the so called gift was a very loose and unsatisfactory one: and though it is probable that, at the time, the agrahaarandars were aware that their village was under a kind of attachment, the question very naturally arises, whether such a state of things as here described can be called "an attachment", in the sense alluded to in Reg. XXVII of 1802: it seems to have lacked every condition of an attachment.

Para 9 supra

(2) That the argument of the Collector to the effect that although the arrears of Fasli 1262 were paid up at the close of the year of grace, the village would be still liable to resumption because [illegible] had happened

i.e. because other arrears had accrued for a subsequent Fasli 1263, is not unimpeachable: allowing the fact of the "attachment" it was made because there was a balance due for a certain month in 1262, and if the balance for 1262 was all paid the attachment would naturally cease. Here are the Collectors own words in reporting the resumption of the village: "on account of arrears which accrued in 1262": nothing could be plainer. He qualifies this statement, certainly, in para 3 of the same letter, where he says that "as there was a balance outstanding on that date of "Rs. 26-8-5 for Fasli 1262, and a further "balance of Rs. 231 was due on account "of the Jodigi for Fasli 1263", the village was incorporated with the circar lands: but both these statements cannot be correct: and the first is perhaps entitled to consideration before the second.

Vide Pl. 10 July/84 Para 1.

Para 10 supra

(3) There are three things alleged regarding this notice of the Tahsildar's dated 14th January 1883, and calling upon the ayrahs and others to pay up in 5 days.

1. "That the parties who acknow-
"ledged it undertook to pay the
"balance within the time allowed."

Their doing so however would not vitiate any rights which they might fairly lay claim to on subsequent discovery of

any illegality or defect in such notice. Neither is their doing so any proof that they did not think the time unreasonably short.

2. That the notice did not allow 5 days from the date of the acknowledgement of its receipt i.e. from the 18th but from the date of its issue - viz - the 14th.

C. of 30 May 66. para 8. In a subsequent endorsement the Collector gave it as his opinion that the requirements of Sec. IV. Reg. XXVII of 1802 had been "fairly fulfilled" in this notice. The section quoted is plain upon this point: the notice shall require the arrear to be paid within a certain number of days after the writing may be served; and it is only right that this should be the case: it stands to reason that the ~~reason~~ object of giving so many days is for the defaulter to have time to prepare for paying up. If the defaulter knows nothing about the notice till after the expiration of 4 days out of the 5, what good have those 4 done him if they dont count from date of service? Common sense and usage as well as regulation make it clearly proper that the time shd commence from date of service.

3. That it is not necessary, according to the Bookmaking, to give such preliminary notice of an intended attachment

If this be the case, then why give the notice?
The following appears to be the Collector's
reasoning about the necessity of
adhering to Regulation in such mat-
ters. "A Jody agraháram is not a
"permanently settled estate. The condi-
"tions on which a jody agraharam
"is enjoyed cannot be found in Reg. XXV
"of 1802. The Rules enacted in Reg. XXVII
"of 1802 for the recovery of arrears
"of Revenue apply to permanently set-
"tled estates, or to farms temporarily
"settled. If the holders of an agraharam
"fail to pay the Government share of
"the Revenue, the Government is not
"bound to observe its process for enforcing
"payment by the Rules enacted in
"Reg. XXXII, though, to a certain extent,
"those rules are followed in practice."
Granted that this reasoning is correct
and that it is not necessary, ac-
cording to the Hookumnama, to give
any Notice - still when a notice is
given, it should follow the rules
of Reg. XXVII of 1802. It must be either
one thing or the other. It is not fair
to take a little bit of a rule here, and
a little bit there, just as the Collector
pleases: if he does give a notice, it
should be according to the rules
wholly.

Endorsement
of 30 May
1856. Pa.
p. 24.

13. On 11 March 1856, Mr Fischer, the agent for Petitioners addressed the Collector for a reversal of his former decision. Mr Brett, on the 30th of the same month, recorded an endorsement going fully into all the arguments adduced. This should be read for a proper understanding of the case, and is for that purpose, appended to this Memorandum.

Some of the arguments therein used have been noticed above. *para 12.

14. The 2nd and 4th points brought forward by Mr Fischer are perhaps the strongest in Petitioners behalf. They are merely an amplification of the third noticed above - viz.

"That the alleged attachment was
" made four days before the proper
" time, with reference to the alleged
" notice."

"That the remaining balance for
" Fasli 1262 was paid up in full
" on the 21st January 1854: which
" was two days before the proper
" date of attachment (resumption?)
" according to the alleged notice."

15. The Collector's reply to these is contained in paras 6.7.8.9.10 and 22 of his endorsement. q.v.

It seems wanting in power.

If the arguments used above have any cogency; if the 5 days allowed

by the notice begin to count from the date of receipt of the notice, and not from that of its issue - i.e. if the notice which was issued on the 14 January 1883, and received by the agrahárams dars on the 18th is to allow 5 days from the latter date, or until the 23rd or even the 22nd, before attachment shall ensue, then it may be taken for granted that the year of grace did not expire before the 22nd or 23rd Jany 1884: previous to which, viz. on the 21st January 1884, the whole balance for Fasli 1262 had been paid in.

The attachment therefore which was made for a balance of Fasli 1262 was at an end, and if on the morrow i.e. at the conclusion of the year of grace, it was found that a balance belonging to the current Fasli 1263, still existed, it was optional with the Collector to issue a notice, (or not, as he says such are not required by the Hookumnama) and attach (not resume) the village afresh for another year. The same reasoning now employed by the Collector (viz. that granting that the arrears of Fasli 1262 were paid up before the close of the given

see para 9 supra

year, the Estate was still liable to be re-
-sumed on account of the balance
had accrued in the mean time for
1263) would have equally applied in
January 1893, the commencement of
the so called year of grace: for how
did the case stand then? there was
a balance due: but the village was
only attached: now there is a balance
due, and the village is resumed - why?
what difference is there between the
two cases? The village had been under
attachment in Fash. 1261. It may be
supposed that that balance had been
liquidated, as it was again attached
(tho' not resumed) in 1262, and the
balance of 1262 having been liquidated
within the given period, it naturally
became free, as far as that balance
was concerned, and had now become
liable for quite a different balance
... No doubt the Agrahárams are
deserved to have the village resumed
but that is not the question.

16. The Memorial which was
addressed by the Petitioners to
the Honble Court of Directors
in 1898 (forwarded by Govt on
20 Oct 1898 - despatch No. 47)
Govt forward their Board's

as the most obvious and simple reason for the restoration of the village. This was rejected, as before observed, by the Secretary of State.

p. 2.

17. They have now presented another Memorial.

Orders are requested whether it should be returned to them as the case has been once finally decided, or whether it deserves reconsideration on the grounds stated.

Cyll.

I would refuse the memorial as being stale. If now urged was before urged & disposed of

WDH

I concur in Mr Merchant's view, no sufficient ground being shown for reopening the Case.

JQA

Seen from the memorial acct.—

Enclosure 1 on a petition presented by G. F. Foster Esq.r on behalf of certain inhabitants of the village of Kakara: putty in the Talook of Razipoor dated 11th June 1856

1. The Petitioners pray that the order by which the Agraharam village of Kakaraputty was resumed on the 19th Jany. 1854 may be reconsidered on the following grounds,

1st, that the tisty for which the agraharam is said to have been attached on the 19th January 1853, was not legally in arrear of Revenue till the first of the following month.

2d, that the alleged attachment was made 4 days before the proper time with reference to the alleged notice..

3d, that no attachment was actually made.

4th that the remaining balance for fusly 1262 was paid up in full on the 21st January 1854, which was 2 days before the proper date of attachment, according to the alleged notice.

and 5th by, that the attachment, if
made, should have ceased and determined
from the 23d February 1853, for on that
date the January first, on account of
which the alleged right to make the
attachment rested, was paid up.

2 In support of the 1st objection,
the Petitioners argue, that the January
"first, tho' due on the 12th January, did
"not, by the Law allowed to Cultivators
"by Section II Regulation XXVIII of 1862
"and by General practice, become
"an arrear of Revenue till the first
"of the following month."

3. The Collector observes that
the monthly Kists were fixed in accor-
dance with the months of the Kandoo
year, and not the months of the Calen-
dar year. The Kist due on the 12th
January was the Kist for the month of
Maug alee, Fusly 1262, the last day of

which month corresponded with the

1st January 1853—

4. It is provided in clause 2 sec:

tion 4 Regulation XXVII of 1802, that

"where the portions, or the whole of a

"Kist, payable by a proprietor or farmer

"of land according to his Cabooliat

"in the course of any month, shall remain

"unpaid on the 1st of the following month,

"the amount of the Kist, or portion of the

"Kist, so remaining unpaid, shall be deemed

"an arrear of Revenue—"

5. In the present instance the

Kist was due in the course of the month

Margalee, and on the 1st of Phgo, the

succeeding month, the unpaid portion

became an arrear in the legal sense.

The Regulation quoted does not provide

that only the Calendar year shall

be used in the Caboolial or agreement;

nor does it allow any intermediate period,

as a period of "grace", between the last
date of the month in the course of
which the rent is payable, and the date
on which the rent unpaid shall be deemed
an arrear. With regard, also, to the usual
practice of the District, it has been the
invariable rule, in the case of agra
: karans, to reckon the arrear as accru-
: ing from the 1st of the native month.
This practice was observed on all the
many previous occasions on which
the same Agraharam was attached
for arrears.

6. In regard to the 2nd objection,
the Petitioners state that the notice
dated the 14th January 1853 was not —
served till the 18th. From this it is
argued that the attachment, if legal
at all, should not have been made till
the 23rd of the same month..

7. It appears from the records
that Combaconum Tahsildar and

Purchaser gave a written acknowledgment dated 18th January 1853 stating, on behalf of the Agrahaarum dars, that they had seen the notice brought for the January Sale; and that they would pay the Sale into the Talook Cutcherry, within the time specified in the notice..

8 This notice allowed 5 days from the day on which it was dated, and not from the day on which it was served. Whether it was actually served or seen earlier than the 18th by those who acknowledged it, does not appear, but the Collector is of opinion that the requirement of Section IV Regulation XXVII of 1802 were fairly fulfilled..

9. This Regulation does not fix the number of days to be allowed in the notice. It merely requires that a reasonable time shall be allowed for conveying the money from the estate, or the farm, to the Public Treasury..

*Sect IV.

10 ..... The village of Ikatanapatty is
but a days journey (16 miles) from Razipoor.
A single day would have sufficed to
convey the money from one place to
the other, and had the money been
paid on the 19th no attachment
would have been made. The Petit-
tioners have admitted by their own
receipt, that they were responsible
for the demand by the date specified,
viz: the fifth day from the date of
the notice, and this document is
sufficient proof that they, at that
period, did not consider the time
allowed unreasonably short.

11. In regard to the 3rd objection,
the Petitioners urge that they contin-
ued to collect and pay the Kists
after the alleged attachment, and
that false receipts and accounts
were fabricated in the Talook ——
Cutcherys, in order to support the

false statement that the Agrahaum-
had been attached..

12 In the petition dated the 9th
February 1854, the Petitioners urged,
among other points, 1st, that the Tah-
:sildar sent them no Takeed specifying
on what date the attachment was
made, or for how many Cand-
jodigy was due; and 2dly, that it
was the duty of the Zuftly ameen, if
he followed the usual practice, to
take a list of the arrears from the
Agrahaumdars, as soon as he came
to the village; to collect each list from
the Ryots; to keep the account of
collections; to send the money collected
to the Talooks, and give the agraha-
:rumdars receipts; but that nothing of
the kind was done on the present
occasion..

13. The Collector called upon the

Tahsildar for an explanation on the
points referred to in this petition.-

14 With reference to the first point,
the Tahsildar forwarded a memorandum
book of the Tahsildar summonses &c
issued from his office. It is entered
in this book that Tahsildar were given
on the 19th January to the Jaffna Ameen
and the Cannam of Nakanapulty (of
the Amany portion), in the matter of
the attachment for the January
first:-

15 With reference to the 2d point;
the Tahsildar stated that many of
the share-holders were not residents
in the village of Nakanapulty; that
others who resided in the village
were absent; that it could not be
ascertained how much of the arecad
belonged to each share holders; that
there was no cannam in the agraharam;
that if demands were made on the

Cultivators they were generally furnished with
receipts, that the lands were mortgaged 2
or 3 times over; and that owing to the
difficulties in making collections, and
to the fact that the land was held
responsible for the Revenue, it was
not unusual on such occasions for the
Ameen to prop the Agrahaarumdars;
but in order to prove that the Zuftg
Ameen made collections, and that money
was delivered thro' him, the Talukdar
submitted the following 3 documents,
(1) The Talook Cash account,
or chittah, from the 23rd February 1262
to 21st January 1263.
(2) A Memo dated 29th November
1853, written by Irahadarun, one
of the Agrahaarumdars to the Zuftg
Ameen, requesting the Zuftg Ameen to
pay into the Talook Treasury 20-4-2,
being his share of the arrears referred
to in the notice for the preceding Fusly
of 1262, including interest and charges for

aibbundy, and 1 Rupee for the Abpise
fuit for Fusly 1263, total 21-2, which
he had paid to the Zufty Ameen.

(3) A letter addressed to the
Tahsildar on the 29th November 1853 (16th
Kartecay Pramadeecha) by one of the
Agrahaumdars named Comaracomun
Thaneeva pillayan, forwarding, by the
Poty Palama, Rs 160-5-0 on account
of the Jodgy arrears for the year Para
bava (Fusly 1262), and requesting him
to pay it. Also returning the receipt
for the Jodgy already paid for Para
2 daby, and requesting that a receipt
might be given for all the payments
made on account of the arrears
up to the date of the letter; and stating
that he would pay the whole of the
arrears due from them (the Agraha-
umdars) if a Items should be sent
showing the amount payable on —

account of arrears, with the charge for interest and establishment up to the 20th Kartheeay. The writer of this letter is the person who was appointed by the Agrahaumdars, as one of their body, to collect the rents and to do all the other duties of Mauigar. This person admitted before the Collector that the letter now referred to was an authentic document.

* Doct: No 3. enclosed in Mr. Fisher's letter of the 11th Inst.

16 The Sahseldar further stated that the sum collected subsequent to the date of attachment was Rs. 749-10-5; that out of that sum Rs. 416-5-2 was paid into the Talook Treasury by the ameen, and Rupees 333-5-2 was sent direct by the Agrahaumdars; and that the Agrahaumdars in the case of money paid in by the Ameen, had sent such

money by their own people, accompanied with their reports, as a precautionary measure for their own security, that the Ameen might not misappropriate the money.

17. The Collector was of opinion that the two last of the three documents described in Para 15, established the fact denied by the Petitioners, viz:, that they were informed of the attachment and its object.

18 It appears from the Tahsildars report, dated the 22d February 1834, that the course prescribed in clause 1st, Section X, Regulation XXVII, of 1802, was not strictly conformed to. The shareholders _____ were allowed to Collect the Revenue, and no proclamation was

was made, [illegible]

at the time the village was placed under attachment, to warn the cultivators against paying their rents to the defaulters. The course followed was the usual one. If any inference can be drawn from these supposed irregularities in favor of the Petitioners plea, that they did not know of the attachment, that inference is refuted by the 2 documents above referred to.

x Para. 15.

19. It is also open to remark, with reference to the 1st point referred to in para 12, that the notice of the 16th January informed the Petitioners for what arrears process was issued. If they required further information, it was procurable from the Ameen. The second Document referred to in Para 15 proves that they recognized the ameen as the source from which

all necessary information might
be obtained. Section X Regulation
XXVII of 1802 does not require
that the defaulter shall be in-
formed of the attachment by means
of a Takeed or other written com-
munication.

20. The last point it is necessa
ry to notice, in connection with
the 3rd ground of objection, is the
alleged fabrication of false receipts
and accounts in the Talook Cutcheny.
It is stated that the Tahsildar des-
troyed certain receipts, and the Talook
chittahs from the 26th April July
1262 to 4th January Fasly 1263, and
sent some fabricated receipts
and chittahs to the Collector.

21 The imputed motive for this grave offence was to establish the alleged fact that some of the monthly remittances had been paid into the Talook Treasury by the Ameen. The Collector will investigate this charge, and receive all the evidence the Petitioners have to give on the subject; but the Collector is of opinion that the letter from — Sreenevasseingar (the document referred to in para 15) is conclusive on the point denied by the Petitioners. The fact of the attachment is clearly acknowledged in that letter. If it should appear that part of the — evidence by which the Tahsildar undertook to move the attachment

was false evidence; the Tahsildar will be amenable to punishment, but their own admission will still be binding on the Petitioners.

22 With reference to the 4th objection made by the Petitioners, the Collector observes that a sufficient answer has been already given. If it was right to make the attachment on the 19th January it was right to reckon the 19th January 1854 as the last day of the year of grace.

23 With reference to the 5th objection, the Collector can not admit that the Petitioners were not responsible for the produce during the period of attachment. Tho' the Petitioners paid the January kist, as stated in their petition,

on the 23rd of February following, they had failed to pay the Tye Kist, which became an arrear on the 1st May, corresponding with the 10th February. In the same manner the Petitioners were in arrears for Fusly 1263 to the amount of Rs. 235-4-5, at the time they paid the remaining balance (afterwards returned) for Fusly 1262. The Government had a just claim against the share-holders for the whole of those arrears.

24 A jody agraharam is not a permanently settled estate. The conditions on which a jody agraharam is enjoyed cannot be found in Regulation XXV of 1802. The Rules enacted in Regulation XXVII of 1802 for the recovery of arrears

of Revenue apply to permanently settled estates, or to farms temporarily settled. If the holders of an aprahaum fail to pay the Government share of the Revenue the Government is not bound to go on with proceedings for enforcing payment by the rules enacted in Regulation XXVII, tho' to a certain extent those rules are followed in practice. The alienated share in the Revenue is a charitable allowance, and is enjoyed subject to such conditions as the Government may please to prescribe.

25. The aprahaums in the Salem District are subject to forfeiture if the quit rent or Government share is allowed to remain in arrears beyond a year. During the year of grace it is not the practice either for the Government to deprive the proprietors of their share, or for the ameen who makes the attachment to collect the rents direct from the Cultivators.

There is therefore no cause for exempting the shareholders from the current Govt. demands during the same period.-

26. For the foregoing reasons the Collector is of opinion that the Petitioners objections to the resumption of the aforesaid Inam can not be maintained.-

Salem Collector's Office
Coimbatore.
30th May 1856

C. Lee
Collector

Copy in a Letter to E.
d/ 20th October 1858. N447

3
Key Karpruthy
Bottis
Endorsement.
on Petition dated
11th March/56.

30th May 56.

D 1471/58

4
In No 2524 of 1856

7
In No 1969 of 1858

2.

Immig. For orders
on Rec. 1093-
Memorial to
Home Govt

Recirculated as only
Mr. Morehead has
seen it.

vide minute with
Mr Merchants.

H.G.W

Salem. 1st May 1860.

To.

J. Pycroft Esq.
Chief Secretary to Government
Fort St George.

Sir,

Enclosed we beg to submit to Govt for transmission to England a Memorial in triplicate, / the first copy accompanied with Documents, / to Her most gracious Majesty the Queen.

We remain
Sir,
Your most obedient Servants.

Neykarapuchy.

Letter to Govt accom-
panying Memt to
Queen in Council

1st May 1860

R. Cons. 12: Octr 1858 No 47-48.

Revenue 1860 Dept.
Proc: of Govt for July.

No 1093.

From Kristnien and others Share holders of the Sodegay Agraharum of Seykarpetty in Salem.

Dated 1st } May 1860.
Rec'd 26:
16 Enclo.

Submit in triplicate a Memorial to the Hone. Govt praying for the restoration to them of the Village of Seikárapattie in Salem which was resumed by Govt on account of Arrears of Revenue.

No 327 & 328.

No 1249. 26: July
With an order

No 1249.

1 The Memorialists have on a previous occasion petitioned the Home Authorities for the restoration of the Agraháram of Seykárapattie. Their Memorial was forwarded on 20 October 1858, and the Right Honble the Secretary of State has intimated in reply that he saw no cause for interference with the decisions of the lower authorities.

No 47 R.D. 7 July 59 No 7 R.D.

2 The present Memorial contains nothing but what has been already sent to England with the former papers. There is nothing new, either in matter or argument, and the Honorable the Governor in Council must therefore decline to forward this memorial as represented.

Fort St. Geo. 26 July 1860.

C. Pharaoh

1 Copy to Kristnien Potters with Remt in Trip & 13 Enclo Dispo

C 29 June. D 2 / 19 July
C 20 July. D 21.